

Commissioners:
Brian S. Stewart
Jay H. Wippel
Harold R. Henson

Administrator:
Brad Lutz
Clerk:
Patricia Webb

Pickaway County
Board of County Commissioners
139 West Franklin Street
Circleville, Ohio 43113
Telephone: 740-474-6093 FAX: 740-474-8988
www.pickaway.org

FY2016 Pickaway County CDBG Allocation Program
Village of Ashville – Long Street Sidewalk Project

Bid Opening Minutes

A bid opening was conducted in the Pickaway County Board of Commissioners' office located at 139 West Franklin Street, Circleville, Ohio 43113, on Friday, July 7, 2017, scheduled for 11:00 a.m., for the Village of Ashville – Long Street Sidewalk Project. The bid opening was facilitated by Patricia Webb, Clerk to the Pickaway County Board of Commissioners. In attendance for the bid opening were Corda Bowen, Pettibone Construction; Dan Dustin of Dura-Seal. The project estimate was \$38,356.00

At 11:01 a.m., the following bid were opened and read aloud:

Pettibone Construction 9531 Ashville-Fairfield Road Ashville, Ohio 43103	\$42,124.50
Dura-Seal 731 Mulberry Street Columbus, Ohio 43129	\$57,625.00

The bids were turned over to Robert Berquist, of Berqshire, LLC, the county's CDBG Administrative Consultant, his review and contract award recommendation.

Respectfully submitted,



Patricia Webb
Clerk

Pickaway County FY 2016 CDBG Allocation

Village of Ashville

Long Street Sidewalk Improvements

Plan Holder List

July 7, 2017, 2017

11:00 a.m.

1. Pettibone Construction ^{pettibone.construction.inc@gmail.com} 9531 Ashville Fairfield Rd., Ashville. ^{pd. CK# 1004}
2. Builders Exchange, Inc. ^{✓ #40311}
4350 Glendale-Milford Rd, Ste. 120 Cincinnati, OH 45242
^{740-358-6917 dandustin@durasseal.ohio.com}
3. B+B Sealing, LLC DBA: Dura Seal
731 Mulberry St., Columbus, OH 43219
4. Axis Civil Construction ⁶¹⁴⁻⁶²⁶⁻⁸⁸³⁰
5715 Westbourne Ave. Columbus, OH 43213
5. _____
6. _____
7. _____
8. _____
9. _____

Pickaway County FY 2016 CDBG Allocation

Village of Ashville

Long Street Sidewalk

SUBMITTED BIDS

July 7, 2017

11:00 a.m.

	Name	Affiliation
1.	Pettibone Construction, Inc.	
	9531 Ashville Fairfield Rd. Ashville, Oh 43103	
2.	Dura-Seal	
	731 Mulberry St. Columbus, OH 43219	
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Pickaway County
FY2016 CDBG Allocation Program
Village of Ashville – Long Street Sidewalk Project

July 7, 2017

11:00 a.m.

Project Estimate \$ 38,356

Bidder: <u>Pellibone Construction</u> <u>Ashville, OH 43103</u> Amount \$ <u>42,124.50</u>	Bidder: <u>Dura-Seal</u> <u>Columbus, OH 43219</u> Amount \$ <u>57,625.00</u>	Bidder: Amount \$ _____
Bidder: Amount \$ _____	Bidder: Amount \$ _____	Bidder: Amount \$ _____
Bidder: Amount \$ _____	Bidder: Amount \$ _____	Bidder: Amount \$ _____



PROPOSAL
FOR
VILLAGE OF ASHVILLE
LONG STREET SIDEWALK PROJECT

Village of Ashville
Long Street Sidewalk Improvement Project

REF. NO.	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE IN FIGURES						EXTENSION	
					MATERIAL		LABOR		TOTAL SUM OF MATERIAL AND LABOR		TOTAL IN FIGURES	
					\$	"00"	\$	"00"	\$	"00"	\$	"00"
BASE BID												
1	201	CLEARING AND GRUBBING	LUMP	LS	00	00	750	00	750	00	750	00
2	201	STUMP REMOVED 18-INCH SIZE	1	EA	00	00	100	00	100	00	100	00
3	201	TREE REMOVED 30-INCH SIZE	2	EA	00	00	200	00	200	00	200	00
4	202	CURB REMOVED	5	LF	00	00	250	00	250	00	250	00
5	202	WALK REMOVED	36	SF	00	00	400	00	400	00	400	00
6	207	PERIMETER FILTER FABRIC FENCE	700	EA	1	25	1	25	2	50	1,750	00
7	207	CATCH BASIN SEDIMENT FILTER	1	EA	100	00	100	00	200	00	200	00
8	608	CONCRETE WALK, 4" THICK	2444	SF	4	00	3	00	7	00	17,108	00
9	608	CONCRETE WALK, 6" THICK	519	SF	4	00	4	00	8	00	4,152	00
10	608	CURB RAMPS	4	EA	1,500	00	1,500	00	3,000	00	3,000	00
11	608	DETECTABLE WARNING, AS PER SUPPLEMENTAL SPECIFICATION 1551	4	EA	700	00	100	00	800	00	800	00
12	614	MAINTAINING TRAFFIC	LUMP	SUM	750	00	1,250	00	2,000	00	2,000	00
13	630	REMOVAL OF GROUND MOUNTED SIGN AND RE-ERECTION	1	EA	00	00	500	00	500	00	500	00
14	659	SEEDING AND MULCHING	235	SY	610	00	800	00	1,410	00	1,410	00
15	659	COMMERCIAL FERTILIZER	0 1	TON	100	00	100	00	200	00	200	00
16	659	AGRICULTURAL LIMING	0 1	TON	30	00	20	00	50	00	50	00
17	659	WATER	1	MG	100	00	100	00	200	00	200	00
18	807	VALVE BOXES ADJUSTED TO GRADE	1	EA	00	00	225	00	225	00	225	00
19	809	FIRE HYDRANT RELOCATED	1	EA	1,000	00	2,000	00	3,000	00	3,000	00
20	901	6" C-900 PIPE W/TYPE I BEDDING W/ITEM 912 COMPACTED GRANULAR BACKFILL	18	LF	900	00	1,100	00	2,000	00	2,000	00
					ITEMS 1-20		Sub-Total		\$	38,295	00	
21	SPEC	Force Account (10 x Sum of Items 1 through 20)					Sub-Total		\$	3,829	50	
									TOTAL BID (ITEMS 1-21)		\$	42,124.50

The Bidder's Total is for information only at the time of opening bids. The Village will make the extension and if there are differences in the totals the Unit of Lump Sum Prices shall govern.

Federal ID No

Redacted

PROJECT BID(S)

Place: Pickaway County Commisioners

Date: July 7th, 2017

Proposal of Pettibone Construction, Inc. (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of Ohio, ** a partnership, or an individual doing business as A Corporation.

To The Pickaway County Commisioners and Ashville Village Council (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Village of Ashville – Long Street Sidewalk Project having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 45 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$75.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

Addendum No. 01

*Insert corporation, partnership or individual as applicable.

** Insert name of state.

BASE PROPOSAL: Bidder agrees to perform all the Village of Ashville - Long Street Sidewalk Project work described in the specifications and shown on the plans, for the sum of Forty Two Thousand One Hundred Twenty Four Dollars & 50/100 (\$ 42,124.50). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

PROJECT ACTIVITIES:

ACTIVITY	BID AMOUNT
Sidewalk Installation	\$42, 124.50

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of Forty Two Thousand One Hundred Twenty Four Dollars & 50/100 (\$ 42,124.50) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

_____ (SEAL – if bid is by a corporation)

Respectfully submitted:

By 
 Signature

 President
 Title

9531 Ashville Fairfield Rd. Ashville, OH 43103

(Business Address and Zip Code)

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES**

O.R.C 5919.042

STATE OF OHIO:

SS:

TO: Pickaway County Commissioners and Village of Ashville Council

The undersigned, being first duly sworn, having been awarded a contract by you for the Village of Ashville - Long Street Sidewalk Project hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

I/We hereby acknowledge the fact that I/We are not delinquent on any personal property taxes.


Contractor

Sworn to before me and subscribed in my presence this 7th day of July 2017.



Notary Public



CORDA BOWEN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-15-2022

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Pettibone Construction, Inc the undersigned, FCCI Insurance Group as Surety, are hereby held and firmly bound unto Pettibone Construction, Inc. hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on July 7, 2017 to undertake the project known as: Village of Ashville - Long Street Sidewalk Project.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (\$ 42,124.50). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including the alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount or which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then the obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

Contractor: Pettibone Construction, Inc.

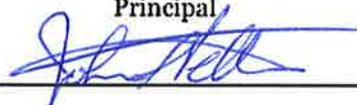
Surety: FCCI Insurance Group

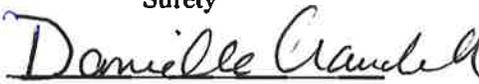
Owner: Village of Ashville

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any material men or laborer having a just claim, as well as for the Obligee herein; then this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

SIGNED AND SEALED This 3rd day of July, 2017.

Principal
By: 
Title: Owner

Surety
By: 
Attorney-in-Fact
Danielle Crandell

Surety Company Address
6300 University Parkway
Satasota, FL 34240-8424

Surety Agent's Name and Address
Gellner Insurance Services, Inc.
103 B Commerce Park Dr
Westerville, OH 43082



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Danielle Crandell; Reinhard Gellner; Kevin Gellner

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000):

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of September, 2016.

Attest: Craig Johnson, President FCCI Insurance Company



Thomas A. Koval Esq., EVP, Chief Legal Officer, Government Affairs and Corporate Secretary FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso, Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso, Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 3rd day of July, 2017

Thomas A. Koval, Esq., EVP, Chief Legal Officer, Government Affairs and Corporate Secretary



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 03/17/2017

Effective 04/02/2017

Expires 04/01/2018

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FCCI INSURANCE COMPANY

of Florida is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - Physical Damage
Earthquake
Fidelity
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Farmowners
Other Liability
Private Passenger Auto - Liability
Surety
Workers Compensation

FCCI INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$1,920,879,342, liabilities in the amount of \$1,348,891,798, and surplus of at least \$571,987,544.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director





More than a policy. A promise.

**FCCI Insurance Company
Financial Statement – December 31, 2015**

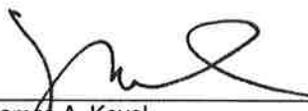
Assets		Liabilities	
Cash and Short-term Investments	\$ 23,255,450	Unearned Premiums	\$ 316,415,296
*Bonds - U.S. Government	32,427,038	Reserve for Claims and Claims Expense	708,617,630
*Other Bonds	1,131,323,031	Reserve for Dividends to Policyholders	-
*Stocks	270,269,842	Additional Statutory Reserve	-
Real Estate	30,425,911	Reserve for Commissions, Taxes and Other Liabilities	196,074,727
Agents' Balances or Uncollected Premiums	256,194,757	Total Liabilities	\$ 1,221,107,653
Investment Income Due and Accrued	9,522,728		
Other Admitted Assets	<u>48,821,330</u>		
		Surplus	
		Capital Stock	\$ 5,000,000
		Unassigned Surplus	576,132,434
		Surplus to Policyholders	581,132,434
Total Admitted Assets	\$ 1,802,240,087	Total Liabilities and Surplus	\$ 1,802,240,087

* Bonds are stated at amortized cost; unaffiliated stocks are stated at fair market value or contractually specified values; and affiliated stocks are valued using the statutory equity method.

The foregoing financial information is taken from FCCI Insurance Company's financial statement filed with the Florida Office of Insurance Regulation.

I, Thomas A. Koval, Secretary of the FCCI Insurance Company of Sarasota, Florida, do hereby certify that the foregoing schedule is a true and correct statement of the Assets and Liabilities by the said Company, as of December 31, 2015, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Sarasota, Florida, this 17 day of March, 2016.



 Thomas A. Koval
 Secretary

3/17/16
 Date

NONCOLLUSION AFFIDAVIT

State of Ohio

BID Identification Village of Ashville - Long Street Sidewalk Project

CONTRACTOR John S. Pettibone, being duly sworn, deposes and says that he is President (Sole owner, a partner, president, secretary, etc.) of Pettibone Construction, Inc., the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: 

Subscribed and sworn to before me this 7th day
Of July, 2017.

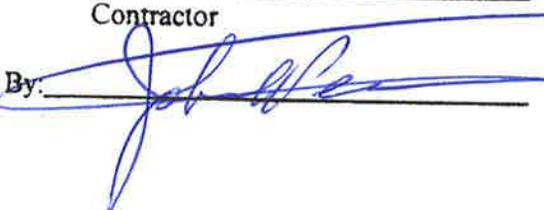
Seal of Notary  Corda Bowen
CORDA BOWEN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-15-2022

WORKERS' COMPENSATION

The Contractor hereby agrees to provide to the City an Ohio Workers' Compensation Certificate of Paid Premium within 10 days of the signing of the contract.

Pettibone Construction, Inc.

Contractor

By: 

July 7, 2017

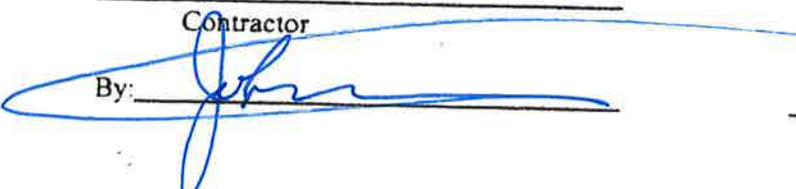
Date

CONTRACTOR'S INSURANCE

The Contractor hereby agrees to provide to the City an Insurance Binder indicating the limits of insurance set forth below prior to the start of construction.

Pettibone Construction, Inc.

Contractor

By: 

July 7, 2017

Date

The minimum limits of liability shall be:

Bodily Injury Liability

- Each Person \$ 500,000
- Each Occurrence \$ 500,000
- Aggregate \$1,000,000

Property Damage Liability

- Each Occurrence \$ 500,000
- Aggregate (except Auto) \$1,000,000

In the event that the policies contain a Combined Single Limit of liability, the Combined Single Limit shall not be less than \$2,000,000

In the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$2,000,000.



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

1148795-0

Period specified below

**07/01/2017 through
06/30/2018**

**PETTIBONE CONSTRUCTION INC
PETTIBONE CONSTRUCTION CO
9531 ASHVILLE FAIRFIELD RD
ASHVILLE, OH 43103-9722**



www.bwc.ohio.gov

Issued by:

Sarah...
Administrator/CEO

You can reproduce this certificate as needed.



Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation

TIME OF COMPLETION GUARANTEE

The below identified firm hereby states, warrants, and guarantees that it shall complete the executed Contract pertaining to the Village of Ashvill - Long Street Sidewalk Project within 45 calendar days after the date of commencement.

And hereby agrees that in the event of failure on our part to complete the above mentioned Contract within 45 calendar days from the date stated in the Notice to Proceed that the below identified firm shall pay to the Owner the sum of two hundred fifty dollars (\$250.00) as liquidated damages for each calendar day beyond that specified.



Signature

7-6-17
Date

John S. Pettibone / President

Name/Title

Pettibone Construction, Inc.

Firm

*Sworn to before me this,
7th day of July, 2017
Corda Bowen*



CORDA BOWEN
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-15-2022



AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Pickaway County Board of Commissioners / Village of Ashville

ADDRESS: 200 East Station Street, Ashville, Ohio 43103

SUBMITTED BY: Pettibone Construction, Inc.

Corporation

NAME: John Pettibone

Partnership

ADDRESS: 9531 Ashville Fairfield Rd.

Individual

PRINCIPAL OFFICE: Ashville, Ohio 43103

Joint Venture

Other

NAME OF PROJECT (if applicabl): Fire Station #203 Concrete Apron Replacement

TYPE OF WORK (file separate form for each Classification of Work):

_____ General Construction

_____ HVAC

_____ Plumbing

_____ Electrical

X Other Site Concrete, Concrete Paving

(please specify)

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1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
29 Years
- 1.2 How many years has your organization been in business under its present business name?
29 Years
- 1.2.1 Under what other or former names has your organization operated?

N/A

- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation: 1996
 - 1.3.2 State of incorporation: Ohio
 - 1.3.3 President's name: John S. Pettibone
 - 1.3.4 Vice-president's name(s): John S. Pettibone

- 1.3.5 Secretary's name: John S. Pettibone
- 1.3.6 Treasurer's name: John S. Pettibone

- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):

N/A

- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization: 1996
 - 1.5.2 Name of owner: John Pettibone

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

State of Ohio - General Construction

943170 - 96052118901

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Please see Attachment #1

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

Please see Attachment #2

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?
No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? Yes

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

Business Filing Portal

Attachment 1

Corporation Details

Corporation Details		
Entity Number	943170	
Business Name	PETTIBONE CONSTRUCTION, INC.	
Filing Type	CORPORATION FOR PROFIT	
Status	Active	
Original Filing Date	05/21/1996	
Expiry Date		
Location: ASHVILLE	County: PICKAWAY	State: OHIO
Agent / Registrant Information		
JOHN S PETTIBONE 9531 ASHVILLE FAIRFIELD RD ASHVILLE, OH 43103 Effective Date: 04/15/1998 Contact Status: Active		
Incorporator Information		
JOHN S PETTIBONE		
Filings		
Filing Type	Date of Filing	Document Number/Image
DOMESTIC ARTICLES/FOR PROFIT	05/21/1996	5525 0902
AGENT NAME/ADDRESS TAX UPDATE	02/01/1999	AGNTUPDT
AGENT NAME/ADDRESS TAX UPDATE	04/07/1999	AGNTUPDT

PETTIBONE CONSTRUCTION, INC.

Concrete Paving • Flatwork & Specialty Work • Airfield Paving
9531 Ashville Fairfield Road • Ashville, Ohio 43103
(740) 983-4600 • Fax: (740) 983-0171

Notable Completed Work History

Airport Rinse Facility
Completed: June 1992
Airfield Naval Air Station Memphis Millington, Tennessee
Contract \$1,210,888.00
R. L. Pettibone Company
Manned by: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~

Aviation Armaments Facility  
Completed: July 1992  
Airfield Marine Corps. Air Station Beaufort, South Carolina  
Contract \$635,153.00  
R. L. Pettibone Company  
Manned by: Pettibone Construction, Inc.  
Project Manager: John S. Pettibone

~~~~~

Composite Apron/Jet Fuel and Hydrant Facility
Completed: December 1992
Airfield Tennessee Air National Guard Memphis, Tennessee
Contract \$1,457,960.00
R. L. Pettibone Company
Manned by: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~

Repair Jet Warm Up Pad  
Completed: April 1993  
Seymour Johnson Air Force Base Goldsborough, North Carolina  
Contract \$659,940.00  
R. L. Pettibone Company  
Manned by: Pettibone Construction, Inc.  
Project Manager: John S. Pettibone

~~~~~

Construct TopCat Concrete Batch Facility
Concrete Paving/Structural Concrete
Completed: June 1994
TopCat Concrete Westerville, Ohio
Contract \$2,500,000.00
Pettibone Construction, Inc.
Manned and equipped by: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

Repair Apron 1 – Section 3 Phase #1
Completed: May 1995
Shaw Air Force Base Sumter, South Carolina
Contract \$1,673,128.00
R. L. Pettibone Company
Manned and equipped by: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~

Construct Terminal Apron Ramp  
Completed: October 1995  
Southern Air Transport Rickenbacker International Airport Columbus, Ohio  
Contract \$160,000.00  
George J. Igel Co., Inc.  
Subcontracted by: Pettibone Construction, Inc.  
Project Manager: John S. Pettibone

~~~~~

Federal Express Ramp Drainage Structures Repair
Completed: March 1996
Airfield Federal Express Rickenbacker International Airport Columbus, Ohio
Contract \$244,968.75
Contractor: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~

Repair Apron 1 – Section 2 Phase 4  
Completed: May 1996  
Airfield Shaw Air Force Base Sumter, South Carolina  
Contract \$979,710.00  
R. L. Pettibone Company, Inc.  
Manned and equipped by: Pettibone Construction, Inc.  
Project Manager: John S. Pettibone

~~~~~

Runway 5R-23L Repairs and Cargo Ramp Drainage Structures Repair
Completed: November 1996
Runway 5R-23L Rickenbacker International Airport Columbus, Ohio
Contract \$322,285.69
Contractor: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~

Construct Airfield Apron Ramp  
Completed: February 1997  
Airfield Orlando/Sanford International Airport Sanford, Florida  
Contract \$2,200,000.00  
Phoenix Construction Services, Inc.  
Manned and equipped by: Pettibone Construction, Inc.  
Paving Superintendent: John S. Pettibone

~~~~~

Repairs/Improvement to Airfield Pavement M.C.A.S.
Completed: May 1997
Airfield Marine Corps. Air Station Beaufort, South Carolina
Contract \$926,000.00
Phoenix Construction Services, Inc.
Manned and equipped by: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

N.A.O.C. Complex Airfield Paving Demo and Replacement
Completed: September 1997
Airfield Area (C) Wright Patterson A.F.B. Dayton, Ohio
Contract \$315,000.00
Contractor: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~  
Construct Jet Fuel Storage Complex  
Completed: December 1998  
Ohio Air National Guard Rickenbacker International Airport Columbus, Ohio  
Contract \$1,629,833.97  
Contractor: Pettibone Construction, Inc.  
Project Manager: John S. Pettibone

~~~~~  
Mapco Express Travel Center #3364
Completed: June 1999
New Facility – All structural concrete and concrete pavement
Mapco Express Inc., St. Rt. 42
London, Ohio
Contract \$550,000.00
Contractor: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~  
Construct 9" North Road Expansion and Parking  
Completed: September 1999  
New streets and parking areas 9" pcc  
Kenworth Truck Plant, St. Rt. 159 Chillicothe, Ohio  
Contract \$257,854.00 (Labor and Equipment Only)  
Pettibone Construction, Inc.  
Project Manager John S. Pettibone

~~~~~  
Cargo Ramp #2 Drainage Structure Repair
And Supplemental Agreement #1
CR #2 Completed October 1999
SA #1 Completed April 2000
Repair 26 Drainage Structures random, Repair 450 LF continuous trench drain
Owner: Rickenbacker Port Authority
Contact: Lester Fields Engineer (614) 491-1401
Original Contract \$173,763.00
Final Contract \$344,113.00
Both Phases 30 Day Time Table with liquidated damages
Both Phases were completed on average in 21 days
Contractor: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~  
Maintain East Ramp  
Completed: July 2001  
Demo and Reseal 115,000 LF of Joint and Random P.C.C. 501 Spall Repairs  
Wright Patterson Air Force Base Dayton, Ohio  
Contract \$259,083.00  
Pettibone Construction, Inc./Pettibone Concrete Construction, Inc.  
Project Manager: John S. Pettibone

Repair Taxiway Foxtrot  
Completed: April 2002  
Demo and Replace 12,000 SY of 14" Taxiway  
Includes New Asphalt Shoulder, Lighting, and Underdrain  
Shaw Air Force Base Sumter, South Carolina  
Contract \$1,018,250.00  
Pettibone Construction, Inc./Pettibone Concrete Construction, Inc.  
Project Manager: John S. Pettibone  
Engineer: Bob Jones, Shaw CE (803) 895-9624  
CE Inspector: Richard Spiegel (803) 895-9647

~~~~~  
Demo and Replace Ohio Army Guard Helipad
Completed June 2002
Demo and Replace 36,500 SF of 8" Concrete Apron
Including Replacement of All Electrical Lighting Systems and Closed Circuit Security Systems
Rickenbacker International Guard Base Columbus, Ohio
Contract \$285,698.00
Contractor: QBS Incorporated (Contact Jim Franks (330) 821-8801)
Subcontractor: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~  
Construct Springfield A.N.G. Arm/Dearm Pad and Hush House  
DAHA 33-01-C-0014  
Completed November 2002  
Construct 10693 SY of 11" Arm/Dearm Pad  
Springfield Beckley A.N.G. Base Springfield, Ohio  
Contract \$203,000.00 (Labor and Equipment Only)  
Contractor: Signature Concrete (Contact Mike Leach (937) 415-1307)  
Subcontractor: Pettibone Construction, Inc.  
Project Manager: John S. Pettibone  
Engineer: Col. Mark Gebhart, Springfield C.E. (937) 327-2276

~~~~~  
Construct Consolidated Naval Reserve Center
N68950-99-D-0189
Completed: July 2003
All Structural Concrete, Footings, Foundations, Flatwork, Slab On Grade, and Second Story
Elevated Slab On Deck, and All Site Work Concrete
Rickenbacker International Airport Columbus, Ohio
Contract \$850,000.00
Contractor: J.A. Jones Management (Contact John Helliwell (812) 583-1658)
Subcontractor: Pettibone Construction, Inc.
Project Manager: John S. Pettibone

~~~~~  
Repair Apron Hangar Areas (Aircraft Pavement Replacement)  
NLZG942028  
Completed: October 2003  
Demo & Replace Approximately 19,000 SY of 12" Concrete Pavement  
Rickenbacker International Airport Columbus, Ohio  
Contract 1,544,968.75  
Contractor: Buckeye Asbestos Removal, Inc. (Contact Reuben Peppers (513) 481-1408)  
Subcontractor: Pettibone Construction, Inc.  
Project Manager: John S. Pettibone  
Engineer: Major Mike Troxell, Rickenbacker C.E. (614) 492-4259

Construct Aircraft Parking Apron  
WAAR99094

Completed: September 2003

Form, Place, Finish, Saw, and Seal Approximately 27,052 SY of 12" Concrete Pavement and  
Approximately 2,022 SY of 9" Concrete Pavement.

Springfield Beckley ANG Base Springfield, Ohio

Contract \$1,129,812.50

Contractor: Monarch Construction Services (Contact Tom Butler (513) 351-6900)

Subcontractor: Pettibone Construction, Inc.

Project Manager: John S. Pettibone

Engineer: Col. Mark Gebhart, Springfield C.E. (937) 327-2276

Inspector: SM Sgt. James McNamara (937) 525-2587

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Reconfigure Front Guard Gate Entrance

NLZG022017

Completed December 2004

Construct Roadway Curb, Barriers, and Islands, Construct Cast in place Guard Shack
Foundations, Walls and Slabs, Concrete Sidewalks and Anti-Terrorist Vehicle Pop Up Barriers
Rickenbacker International Airport Columbus, Ohio

Contract \$198,250.00

Contractor: QBS Incorporated (Contact Jim Franks (330) 821-8801)

Subcontractor: Pettibone Construction, Inc.

Project Manager: John S. Pettibone

Engineer: Major Mike Troxell, Rickenbacker C.E. (614) 492-4259

~~~~~

Demolish and replace JP-4 Hydrant Fueling Pits

NLZG-042026

Completed August 2005

Form, Place, Finish, Saw, and Seal approximately 533 SY of 12" Concrete Pavement, including  
all Dowels and Dowel Basket Assemblies

Rickenbacker International Airport Columbus, Ohio

Contract Amount \$31,500.00

Contractor: Nutter Excavating (Contact Wes Nutter (740) 983-3200)

Subcontractor: Pettibone Construction, Inc.

Project Manager: John S. Pettibone

Engineer: Major Mike Troxell, Rickenbacker C.E. (614) 492-4259

~~~~~

Tear Out, Design/Build and Replace 1,510 SY of 12" Concrete Paving

Project 3364-CDC-North Site Work

Completed December 2005

Tear out and replace 1,510 SY of 12" Concrete Paving, Install 2,000 LF of 4" and
6" Under Drain Pipe, Install 10 ea R-4001-B Neenah Drains, 360 LF of 18" ODOT Curb
Columbus Distributing Company, Lot 3 Columbus, Ohio

Contract \$180,000.00

Contractor: R.W. Setterlin Company (Contact John Jentgen (614) 586-0247)

Subcontractor: Pettibone Construction, Inc.

Project Manager: John S. Pettibone

Owner: Jeff Jenkins

Columbus Distributing Company (614) 846-1000

Montgomery County Solid Waste Transfer Station

Contract Number 5088-13

Completed November 2006

24,782 SY of 9" Concrete Pavement, 8,500 LF of Curb & Gutter, 88 LF of Trench Drain, 398 LF of 4" Median Strip, 8,240 SF of 9" Reinforced Concrete Pavement, 2,052 SF of 4" Sidewalk, 460 SF of 5" Sidewalk

Montgomery County Solid Waste Transfer Station, Moraine Ohio

Contract \$1,032,500.00

Contractor: Danis Industrial Construction Company (Mike Berger (937) 228-1225)

Subcontractor: Pettibone Construction, Inc.

Project Manager John S. Pettibone

Owner: Board of Commissioners of Montgomery County Ohio

Architect/Engineer: John Poe Architects

~~~~~

**Construct Nationwide Hangar Facility Aircraft Apron**

**Contract Number NWHF-07S**

**Completed: January 2007**

**Construct 2,220 SY 13" P501 Concrete Paving, 70 SY 13" P501 Under Drain Paving, 195 SY 16" Reinforced Fuel Tank Pad, 9 ea R-3490 Mooring Eyes, 27 ea Bollards**

**Port Columbus International Airport/Nationwide Hangar Facility Columbus, Ohio**

**Contract \$197,495.00**

**Contractor: Miles, McClellan Construction (Contact Steve Johnston (614) 487-7744)**

**Subcontractor: Pettibone Construction, Inc.**

**Project Manager John S. Pettibone**

**Owner: Nationwide Mutual Insurance Company**

**Architect: Carney, Ranker Architects, Ltd.**

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Mobile Refueler Parking & Secondary Containment

Project Number CIP # 05073

Completed May 2007

Construct 6,600 SY 13" P501 Concrete Paving, 910 SY 13" Reinforced P501 Concrete Paving, 360 LF Cast in Place Trench Drain D-751, Construction Reinforced Containment Area P-610

Port Columbus International Airport Columbus, Ohio

Contract \$552,198.00

Contractor: McDaniel's Construction Corp, Inc (Steve Betsko (614) 252-5852)

Subcontractor: Pettibone Construction Inc.

Project Manager John S. Pettibone

Owner: Port Columbus Regional Airport Authority

Inspector: Rick Darr Resource International (614) 823-4949

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**OSU Electrical Substation**

**Contract Number 2705**

**Completed July 2007**

**Cast in Place Footers, Spread Footers, Walls, Columns, and Wall Posts**

**The Ohio State University Columbus, Ohio**

**Contract \$191,235.00**

**Contractor: McDaniel's Construction Corp, Inc (Steve Betsko (614) 252-5852)**

**Subcontractor: Pettibone Construction Inc.**

**Project Manager: John S. Pettibone**

**Owner: The Ohio State University**

Expand East Apron and Construct De-Icing Facility

Project Number CIP # 08018

Completed: October 2008

Construct 1,100 SY 18" P501 Concrete Paving, 65 SY 13" Reinforced P501 Concrete Paving,  
1,645 LF Cast in Place Trench Drain D-750-5.1, 200 SF Delpatch Airfield Spall Repair P-604-5.1  
Port Columbus International Airport Columbus, Ohio

Contract \$775,698.20

Contractor: Decker Construction, Inc (Jonathan Apple (614) 488-7958)

Subcontractor: Pettibone Construction Inc.

Project Manager: John S. Pettibone

Owner: Port Columbus Regional Airport Authority

Inspector: Rick Darr Resource International (614) 823-4949

~~~~~

Central Ohio Transformation Center Site Improvements

Project Number 0-905

Contract Date July 9, 2008

Completed: October 31, 2008

Description: site work, water lines, demolition, electrical
3597 SY of 9" reinforced concrete pavement

Site: SWACO Jackson Pike Facility

Contract \$633,589.08

Final Contract: \$686,187.79

Contractor: Pettibone Construction, Inc.

Project Manager: John S. Pettibone

Owner's Representative: Robert J. Basbagill, (614) 801-6432

~~~~~

Demo, Design/Build and Replace 570 SY of 12" Concrete Paving

Project 4949 North Lot Entrance

Completed July 2009

Demo and replace 570 SY of 12" Concrete Paving, Install 200 Ton of #304 Compacted Base.  
Install 4" Underdrain and Repair Random Spalls in Cooler Area

Columbus Distributing Company, Main Entrance North Columbus, Ohio

Contract \$74,545.00

Contractor R.W. Setterlin Company (Contact John Jentgen (614) 586-0247)

Subcontractor Pettibone Construction, Inc.

Project Manager John S. Pettibone

Owner: Jeff Jenkins

Columbus Distributing Company (614) 846-1000

~~~~~

Maintenance of Aircraft Ramps and POL Site

Project # NLZG-092025 and NLZG-092050

Completed: October 2009

Demo and Replace 434 SY of WWF Reinforced 8" Concrete Paving at POL, Repair Degraded
Concrete at South Airfield Ramp and Repair Concrete Pavement over Trench Drains at South
Airfield Ramp

Rickenbacker International Airport Columbus, Ohio

Contract Amount \$77,343.00

Contractor: Nutter Excavating (Contact Wes Nutter (740) 983-3200)

Subcontractor: Pettibone Construction, Inc.

Project Manager: John S. Pettibone

Engineer: Major Mike Troxell, Rickenbacker C.E. (614) 492-4259

Construct Underground Reinforced Concrete Tank Slabs
Project # 0721-7013.00FOX
Completed: December 2009
Construct 314 SY of 2'3" thick Reinforced Tank Slabs; Form, Tie Rebar, Pump, Place, Finish
COTA Paratransit Facility Columbus, Ohio
Contract Amount \$79,702.00
Contractor Nutter Excavating (Contact Linda Nutter (740) 983-3200)
Subcontractor: Pettibone Construction, Inc.
Project Manager: John S. Pettibone
Owner: Central Ohio Transportation Authority
Inspector: Jeff Miller, Fox Mechanical, (614) 738-6021

~~~~~

Sidewalk Demo/Replace Departure Terminal  
Service Order #QSO011807  
Completed: March 2010  
Demo and replace 1,710 SF of 6" sidewalk; install 8 ea Zurn curb drains  
Port Columbus International Airport Columbus, Ohio  
Contract \$29,644.00  
Contractor: Pettibone Construction, Inc (John S. Pettibone (740) 983-4600)  
Project Manager: John S. Pettibone  
Owner: Port Columbus Regional Airport Authority  
Inspector: Dave Moore Columbus Regional Airport Authority (614) 332-1272

~~~~~

Central Ohio Transformation Phase 2 Site Improvements
Completed: July 1, 2011
Site and utility work, 8" and 10" concrete paving, 2 complete scales and scalehouse, all
electrical service, fence, asphalt, seeding and mulching
SWACO Jackson Pike facility, Columbus, Ohio
Contract \$2,111,000.00
Contractor: Pettibone Construction, Inc (John S. Pettibone (740) 983-4600)
Project Manager: John S. Pettibone
Owner: SWACO
SWACO representative: Robert Basbagill (614) 314-9267

~~~~~

Columbus Regional Airport Authority Phase I Glycol Trench Drain Repair  
Completed November 15, 2011  
Demo and replace 366 LF of existing trench drain (base bid)  
Demo and replace 60 LF of existing trench drain (contingency bid)  
Port Columbus International Airport Columbus, Ohio  
Contract \$322,755.00  
Contractor: Pettibone Construction, Inc  
Project Manager: John S. Pettibone  
Superintendent: Mark Seymour  
Owner: Port Columbus Regional Airport Authority  
Inspector: Phil Delbert, CRAA (614) 239-5044

121<sup>st</sup> Jet Refueling Wing (OANG)  
Project # W91364-10-C-007  
Completed: October 31, 2011  
Place, finish, cure, saw and seal 1,575 SY of 8" reinforced concrete pavement (helipads)  
Rickenbacker International Airport / Army Air guard Heliport Columbus, Ohio  
Contract Amount \$166,320.00  
Contractor: Nutter Excavating  
Contact: Wes Nutter (740) 983-3200)  
Subcontractor: Pettibone Construction, Inc.  
Project Manager: John S. Pettibone  
Superintendent: Mark Seymour  
OANG Rep: Elaine Farabee (614) 336-7430

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SWACO Morse Road Eco Station
Project # SWC 130
Completed: April 15, 2014
Construct 6" and 8" concrete paving, 3 each structural concrete buildings, 12" and 8" reinforced
SOG, and 4" reinforced SOG
SWACO Morse Road Eco Station, Columbus, Ohio
Contract \$2,490,500.00
Owner: SWACO
SWACO Representative: Robert Basbagill (614) 871-5100
Subcontractor: Pettibone Construction, Inc
Project Manager: John S. Pettibone
Superintendent: Mark Seymour

~~~~~

Improve Drainage North Side West Apron FTEV 13-1016  
Contract # FA4417-15-R-0022  
Completed: January 15, 2016  
Demo and replace 800 LF of Neenah 4990 HA trench drain  
United States Air Force - Hurlburt Field Ft. Walton Beach, Florida  
Contract \$777,400  
Contractor: Emerald Coast Striping  
Subcontractor: Pettibone Concrete Construction, Inc.  
Project Manager: John S. Pettibone  
Superintendent: Mark Seymour  
United States Air Force Inspector/Representative: Richard Youmans (850-200-3873)

~~~~~

Concrete Joint Repairs Phase 4
Solicitation No: ENG-2016-004
Completed: July 15, 2016
Port Columbus International Airport Columbus, Ohio
Contract \$190,000.13
Owner: Columbus Regional Airport Authority
Contractor: Pettibone Concrete Construction, Inc.
Project Manager: John S. Pettibone
Superintendent: Mark Seymour

Apron Trench Fire Break Replacements Rebid
Solicitation No: ENG-2016-005
Completed: November 30, 2016
Demo and replace 180LF of Neenah Trench Drain and
650LF of new underdrain
Port Columbus International Airport Columbus, Ohio
Contract \$226,733.00
Owner: Columbus Regional Airport Authority
Contractor: Pettibone Concrete Construction, Inc.
Project Manager: John S. Pettibone
Superintendent: Mark Seymour

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

Please see Attachment #3

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

Please see Attachment #4

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

John Pettibone is a key individual in this organization.

Please reference Attachments #2, #3, & #4.

4. REFERENCES

4.1 Trade References:

Anderson Concrete Corp
400 Frank Rd.
Columbus, Oh 43207
(614) 443-0123
Arthur Marchi

B&R Reinforcing
2298 Refugee Rd.
Columbus, Oh 43207
(614) 445-0891
Mike Bright

4.2 Bank References:

Kingston National Bank
2 N Main
Kingston, Oh 45644
(740) 642-2191
Phil Evans

4.3 Surety:

4.3.1 Name of bonding company:

FCCI Insurance Group
6300 University Parkway
Sarasota, FL 34240-8424

4.3.2 Name and address of agent:

Gellner Insurance Services
103B Commerce Park Dr.
Westerville, Oh 43082
Rein Gellner (614) 882-3332

Pettibone Construction, Inc.

2017 Open Projects

Project	Location	PCI Project #	Owner	Contact	Contract Amount
Bolton Field Airport - MALSR	Bolton Field Reg. Airport	2017-08	CRAA	Mel (Jess Howard Electric) (614) 580-1578	\$35,200.00
Amanda Medical Office Building	Amanda Northern Rd. Amanda, OH	2017-09	Fairfield Medical Center	Christopher Zamilski (Robertson Construction) (740) 929-1000	\$55,890.00
COC CNG Station	Krieger Ct. Columbus, Ohio	2017-10	City of Columbus	Chris Harcourt (RW Setterlin) (614)561-0970	\$523,570.00
Total in Contract:					\$614,660.00

Pettibone Construction, Inc.

2017 Completed Projects

Project	Location	Owner	Contact	Contract Amount
Emergency Taxiway Repair	Rickenbacker Int'l Airport Columbus, Oh	Columbus Regional Airport Authority	Doug Phillips (614) 492-2425	\$8,850.00
23 Storage Phase One	Circleville, Oh	HBC Storage, LLC	Bryndan Mogan (740) 248-9053	\$115,045.00
Equity #2 - Easton Commons Sidewalk	Easton Commons Columbus, Oh		Joel Grimes (614) 257-8020	\$9,975.00
CD #3 - 8" Concrete Replacement -915SY	Columbus, Oh	Columbus Distributing, Co.	Jeff Jenkins (614) 846-1000	\$114,375.00
Equity #2 - Easton Commons Sidewalk	Easton Commons Columbus, Oh	Joel Grimes (614) 257-8020	\$9,975.00	4/19/2017
Stover #1 - ODOT Wingwall	Clarkshaw Moors -Delaware County	Ohio Department of Transportation	Chad Turner (614) 873-5865	\$22,950.00
L.W.#4 - 4" Sidewalk Replacement	Hurth Building Portsmouth, Oh		Mark Leatherwood (740) 983-4566	\$40,000.00
CRAA #16 - Curb Repair at Terminal	Bolton Field Airport	Columbus Regional Airport Authority	Doug Phillips (614) 492-2425	\$24,000.00
			Total to Date:	\$378,039.00

Pettibone Construction, Inc.

2015 Projects

Project	Location	Owner	Contact	Contract Amount	Completed
Demo & replace 800LF of Neenah Trench Drain	United States Air Force - Hurlburt Field - Ft. Walton Beach, Fl	United States Air Force	Richard Youmans (850) 200-3873	\$777,400.00	1/15/2016
Wilmington Air Park	Wilmington, Oh	Clinton Airport Authority		\$259,582.25	10/2/2015
Parking Garage Concrete Repairs	Columbus, Oh	Columbus Regional Airport Authority		\$99,924.00	7/25/2015
Taxiway Replacement Run Station 24-29	Fort Worth, Tx	United States Air Force	Head, Inc.	\$323,600.00	7/15/2015
Glycol Trench Drains Phase 4	Columbus, Oh	Columbus Regional Airport Authority		\$760,000.00	5/3/2015
			2015 Total:	\$2,220,506.25	

Pettibone Construction, Inc.

2014 Projects

Project	Location	Owner	Contact	Contract Amount
SWACO Eco Station Concrete paving, 6" & 8" SOG's and Structural Buildings	SWACO Morse Rd - Columbus, Oh	SWACO	Robert Basbagill (614) 871-5100	\$2,490,500.00
			2014 Total:	\$2,490,500.00

5. FINANCING

5.1 Financial Statement. Please see note below

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets; *Please See *Note* Below*

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

*Please See *Note* Below*

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

*Please See *Note* Below*

**Note*

As company policy we do not release our financial statements. Financial statements are available for review at our main office. These matters should be communicated in the form of an engagement letter. An example of an engagement letter for a review of financial statements is available upon request.

PROJECT BID(S)

Place:

Date: 7/5/2017

Proposal of Dura Seal (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of Ohio,** a partnership, or an individual doing business as

B&B Sealing LLC DBA Dura Seal

To the Pickaway County Commissioners and Ashville Village Council (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Village of Ashville - Long Street Sidewalk Project having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 45 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 75.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:



*Insert corporation, partnership or individual as applicable.
** Insert name of state.

BASE PROPOSAL: Bidder agrees to perform all the Concrete work described in the specifications and shown on the plans, for the sum of Fifty seven thousand six hundred twenty five (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.) 57625.00

PROJECT ACTIVITIES:

ACTIVITY	BID AMOUNT
Sidewalk Installation	<u>57625.00</u>

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of Fifty seven thousand six hundred twenty five is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. 57625.00

_____ (SEAL - if bid is by a corporation)

Respectfully submitted:

By [Signature]
Signature

Sales Manager
Title

731 Mulberry St, 43219

(Business Address and Zip Code)

Village of Ashville
Long Street Sidewalk Improvement Project

REF NO	ITEM NO	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE IN FIGURES						EXTENSION	
					MATERIAL		LABOR		TOTAL SUM OF MATERIAL AND LABOR		TOTAL IN FIGURES	
					\$	" 00"	\$	" 00"	\$	" 00"	\$	" 00"
BASE BID												
1	201	CLEARING AND GRUBBING	LUMP	LS	0		500	00	500	00	500	00
2	201	STUMP REMOVED 18-INCH SIZE	1	EA	0		250	00	250	00	250	00
3	201	TREE REMOVED 30-INCH SIZE	2	EA	0		4,000	00	2,000	00	4,000	00
4	202	CURB REMOVED	5	LF	0		100	00	20	00	100	00
5	202	WALK REMOVED	36	SF	0		150	00	4	17	150	00
6	207	PERIMETER FILTER FABRIC FENCE	700	EA	1,700	00	300	00	2	86	2,000	00
7	207	CATCH BASIN SEDIMENT FILTER	1	EA	150	00	0	00	150	00	150	00
8	608	CONCRETE WALK. 4" THICK	2444	SF	4,900	00	22,825	00	11	34	27,725	00
9	608	CONCRETE WALK. 6" THICK	519	SF	1,150	00	6,612	00	14	95	7,762	00
10	608	CURB RAMPS	4	EA	800	00	1,600	00	600	00	2,400	00
11	608	DETECTABLE WARNING AS PER SUPPLEMENTAL SPECIFICATION 1551	4	EA	600	00	0	00	150	00	600	00
12	614	MAINTAINING TRAFFIC	LUMP	SUM	0		2,500	00	2,500	00	2,500	00
13	630	REMOVAL OF GROUND MOUNTED SIGN AND RE-ERECTION	1	EA	100	00	200	00	300	00	300	00
14	659	SEEDING AND MULCHING	235	SY	200	00	1,000	00	5	10	1,200	00
15	659	COMMERCIAL FERTILIZER	0.1	TON	70	00	30	00	1,000	00	100	00
16	659	AGRICULTURAL LIMING	0.1	TON	50	00	50	00	1,000	00	100	00
17	659	WATER	1	MG	100	00	0	00	100	00	100	00
18	807	VALVE BOXES ADJUSTED TO GRADE	1	EA	0		150	00	150	00	150	00
19	809	FIRE HYDRANT, RELOCATED	1	EA	300	00	1,300	00	1,600	00	1,600	00
20	901	6" C-900 PIPE W/TYPE I BEDDING, W/ITEM 912 COMPACTED GRANULAR BACKFILL	18	LF	200	00	500	00	38	89	700	00
					ITEMS 1-20		Sub-Total		\$	52,387 ⁰⁰		
21	SPEC	Force Account (10 x Sum of Items 1 through 20)					Sub-Total		\$	5,238 ⁰⁰		
TOTAL BID (ITEMS 1-21)									\$	57,625⁰⁰		

The Bidder's Total is for information only at the time of opening bids. The Village will make the extension and if there are differences in the totals, the Unit of Lump Sum Prices shall govern.

Federal ID No

Redacted

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES**

O.R.C. 5919.042

STATE OF OHIO:

SS:

TO: Pickaway County Commissioners and Village of Ashville Council

The undersigned, being first duly sworn, having been awarded a contract by you for the Village of Ashville – Long Street Sidewalk Project hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

I/We hereby acknowledge the fact that I/We are not delinquent on any personal property taxes.

Duraseal / Dan Dusth

Contractor

Sworn to before me and subscribed in my presence this 5th day of July, 2017

Teresa Fister
Notary Public



TERESA FISTER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Licking County
My Comm. Exp. 3/16/19

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Duraseal 731 Mulberry St. Columbus, OH 43219 the undersigned, _____ as Surety, are hereby held and firmly bound unto _____ hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as: _____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of (\$ _____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including the alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount or which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereon between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any material man or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20____

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in-Fact

Surety Company Address:

Surety Agent's Name and Address:

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

B&B Sealing, LLC dba Dura-Seal
731 Mulberry St.
Columbus, OH 43219

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Pickaway County Commissioners Office
139 W Franklin Street
Circleville, OH 43113

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT:

10% of bid

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Concrete

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

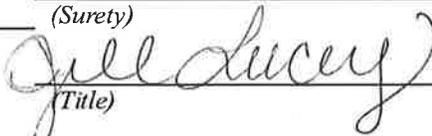
Signed and sealed this 7 day of July, 2017


(Witness)

B&B Sealing, LLC dba Dura-Seal

(Principal) (Seal)
(Title)


(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety) (Seal)
(Title)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jill Anne Lucey, Kristin Ann Conway, Deborah Cotter, Erikka Rene Neman, John Gaugler III, Christine Kleintop, Assuntina Lavelle, Shelley White, Victoria Kuecher,

of Akron, OH its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Signature of Vice President
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of



Signature of Scott R. Cohen
Assistant Secretary

NONCOLLUSION AFFIDAVIT

State of Ohio

BID Identification

CONTRACTOR Daniel Dustin, being duly sworn, deposes and says that he is Sales Manager (Sole owner, a partner, president, secretary, etc.) of Bid Sealing LLC DBA Dura Seal the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: [Signature]

Subscribed and sworn to before me this one day of July, 2017

Seal of Notary [Signature]



TERESA FISTER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Licking County
My Comm. Exp. 3/16/19

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

With the submission of your bid, a 100% bid bond must be submitted. Your 100% bid bond may be held as a performance bond. This will be determined on a case-by-case basis.

TIME OF COMPLETION GUARANTEE

The below identified firm hereby states, warrants, and guarantees that it shall complete the executed Contract pertaining to the Ashville Long Street Sidewalk Improvement within 45 calendar days after the date of Project commencement.

And hereby agrees that in the event of failure on our part to complete the above mentioned Contract within 45 calendar days from the date stated in the Notice to Proceed that the below identified firm shall pay to the Owner the sum of two hundred fifty dollars (\$250.00) as liquidated damages for each calendar day beyond that specified.

[Signature]
Signature

7/5/17
Date

Dan Dustin Project Manager
Name/Title

Duraseal
Firm

WORKERS' COMPENSATION

The Contractor hereby agrees to provide to the City an Ohio Workers' Compensation Certificate of Paid Premium within 10 days of the signing of the contract.

Duraseal
Contractor

By: Dan Dustin

7/5/17
Date

CONTRACTOR'S INSURANCE

The Contractor hereby agrees to provide to the City an Insurance Binder indicating the limits of insurance set forth below prior to the start of construction.

Duraseal
Contractor

By: Dan Dustin

7/5/17
Date

The minimum limits of liability shall be.

Bodily Injury Liability
♦ Each Person \$ 500,000
♦ Each Occurrence \$ 500,000
♦ Aggregate \$1,000,000

Property Damage Liability
♦ Each Occurrence \$ 500,000
♦ Aggregate (except Auto) \$1,000,000

In the event that the policies contain a Combined Single Limit of liability, the Combined Single Limit shall not be less than \$2,000,000

In the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$2,000,000.

PICKAWAY COUNTY CDBG PROGRAM

ADDENDUM NO. 01

JUNE 28, 2017

VILLAGE OF ASHVILLE

LONG STREET SIDEWALK PROJECT

- 1) The bid opening date listed on Page 6 of Instructions to Bidders is NOT correct. **Bids will be received until 11:00 am local time on July 7, 2017**
- 2) The Davis-Bacon federal wage rates contained in the Bid Document are the ones that are now locked-in for the project. There were no changes.